



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
09/13/2018 11:07AM
361000- MO

Deputy Clerk

Anna Fulton 87070

AMENDMENT NO. 5 TO GRANT FUNDED PROJECT ENGINEERING SUPPORT AND GRANT MANAGEMENT ASSISTANCE

This Agreement is made and entered into on this 20th day of August, 2018 St. John the Baptist Parish Council, (hereinafter referred to as "Parish"), represented by (Natalie Robottom), Parish President, in accordance with the duly passed motion of the St. John the Baptist Parish Council, attached hereto, and Digital Engineering and Imaging, Inc., represented by Thomas P. Hickey, P.E., in accordance with the certificate of authority and/or corporate resolution attached hereto, hereinafter referred to as Engineer do hereby enter into this "Agreement" under the following terms and conditions.

AMENDMENT

The "3.02 C" of the original Agreement executed on April 28, 2014 provides that "if the Owner authorizes changes in the scope, extent or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably."

In accordance with "3.02 C" of the original agreement, the parties hereby amend the original Scope of Services, attached as Exhibit A, to include additional services as evidenced in attached Exhibit B.

In accordance with "3.02 C" of the original agreement, the parties hereby amend the original Pricing Schedule, attached as Exhibit C, to reflect the costs associated with performance of the amended Statement of Work, as evidenced attached Exhibit D.

Except as set forth in this Amendment, all terms and conditions not addressed herein shall remain as stated in the original contract dated April 28, 2014.

(SIGNATURE PAGE TO FOLLOW)



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In accordance with "3.02 C" of the original agreement, the parties hereby amend the original Pricing Schedule, attached as Exhibit C, to reflect the costs associated with performance of the amended Statement of Work, as evidenced attached Exhibit D.

Except as set forth in this Amendment, all terms and conditions not addressed herein shall remain as stated in the original contract dated April 28, 2014.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 28th day of August, 2018.

WITNESS:

R. Joorns

PARISH:

ST. JOHN THE BAPTIST PARISH

By: *Natalie Robottom*

Natalie Robottom

Parish President

WITNESS:

Burgundy Hickey

ENGINEER:

DIGITAL ENGINEERING AND IMAGING, INC.

By: *Thomas P. Hickey*

Thomas P. Hickey, P.E.

President

Exhibit A
Scope of Services

PART 1 – BASIC SERVICES

Grant Project Engineering Support

Provide Engineering evaluation support to identify projects for future grant applications.

Provide Quality Assurance/Quality Control engineering reviews of design plans and specifications on behalf of St. John Parish for firms and contractors working on Grant Projects.

Grant Management Assistance

Close out and provide management assistance for all existing open Grants for St. John Parish that include but is not limited to Pontchartrain Restoration Program (1 Grant), Louisiana Government Assistance Program (3 Grants), Community Water Enrichment Fund (3 Grants), and EPA Wastewater Grant (1 Grant).

Research grant programs qualified to assist St John the Baptist Parish with future projects.

Prepare all applications for future Federal, State and Local Grants and assist with the administration and management.

Maintain proper documentation on all active grants, prepare updated reports as required and insure grants meet the required schedule of the funding agency.

Coordinate with St John Parish Grant Manager, Utilities Director and other Managers on all grant activities.

A1.07 Preliminary Design Phase (NOT APPLICABLE)

A1.08 Final Design Phase (NOT APPLICABLE)

A.1.09 Bidding or Negotiating Phase (NOT APPLICABLE)

A1.10 Construction Phase (NOT APPLICABLE)

A.1.11 Post-Construction Phase (NOT APPLICABLE)

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of any additional applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of any additional

environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.
4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
5. Providing renderings, aerial photography, presentation graphics or models for Owner's use.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
7. Furnishing services of Engineer's Consultants for other than Basic Services.
8. Services attributable to more prime construction contracts than specified in paragraph A1.01.
9. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
11. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
12. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.01, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
14. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
15. Preparing and furnishing to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
16. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
17. Preparation for and attendance at public meetings and or public hearings.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
19. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit B
Scope of Services

Grant and Project Engineering Support

- a) Provide Engineering evaluation support to identify projects for future grant applications.
- b) Provide Quality Assurance/Quality Control engineering reviews of design plans and specifications on behalf of St. John Parish for firms and contractors working on Grant Projects.
- c) Provide technical review and assistance in determining a path forward on the recommendations that St. John Parish will receive from the level of service assessment for the Utilities Department.
- d) Provide Quality Assurance and Quality Control review to the Utilities Department for the Mississippi River LaPlace Water Source Membrane Filtration Piloting Project

Grant Management Assistance

- a) Close out and provide management assistance for all existing open and applied for Grants for St. John Parish that include but is not limited to the following:
 - Pontchartrain Restoration Program,
 - Louisiana Government Assistance Program (LGAP),
 - Community Water Enrichment Fund (CWEF),
 - Louisiana Community Development Block Grant (LCDBG),
 - Environmental Protection Agency (EPA),
 - RESTORE Act,
 - Southern Rail Commission (SRC),
 - Louisiana Department of Transportation and Development (LDOTD) Statewide Flood Control Program,
 - Capital Outlay Requests,
 - Economic Development Administration (EDA),
 - LDOTD Safe Routes to Public Places,
 - Delta Regional Authority,
 - Hazard Mitigation Grants
- b) Research grant programs qualified to assist St John the Baptist Parish with future projects.
- c) Prepare all applications for future Federal, State and Local Grants and assist with the administration and management.
- d) Maintain proper documentation on all active grants, prepare updated reports as required and insure grants meet the required schedule of the funding agency.
- e) Coordinate with St John Parish Grant Manager, Utilities Director and other Managers on all grant activities.
- f) Assist St. John Parish Utilities Department in preparation and execution of the scope of work for a request for proposal for interim water meter reading services.

Exhibit C
Pricing Schedule

ARTICLE 2--Owner's Responsibilities

C2.01 Compensation For Basic Services

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. A Not-to-Exceed amount of \$50,000.00 to complete the Grant Project Engineering Support and Grant Management Assistance Services.
2. The Not-to-Exceed amount includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Not-to-Exceed amount to account for labor, overhead, profit, and Reimbursable Expenses.

*Work is to be performed on an hourly basis with certified timesheets submitted for review and approval.

C2.02 Compensation For Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses

1. For Reimbursable Expenses, Owner shall pay Engineer at the reimbursable rates provided in Exhibit C or at the prevailing rates.

2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

C. Other Provisions Concerning Payment For Additional Services

1. *Factors.* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

2. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Article C2.

A. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

Category	Billing Rate
Principal-----	\$260.00
Vice President-----	\$210.00
Project Manager -----	\$175.00
Senior Civil Engineer -----	\$165.00
Civil Engineer-----	\$140.00
Civil Engineer Intern-----	\$95.00
Senior CAD Technician-----	\$122.00
CAD Drafter-----	\$85.00
Construction Manager-----	\$138.00
Resident Inspector-----	\$74.00
Clerical-----	\$65.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this agreement.

Reimbursable Expenses:

Mileage **\$0.51/mile**
Copies **\$0.10/each**

Exhibit D
Pricing Schedule

For the Services set forth in Amendment No. 5, Owner shall pay Engineer the following additional or modified compensation:

Grant Funded Project Engineering Support and Grant Management Assistance (hourly not-to-exceed) - \$75,000.00

Agreement Summary (reference only)

a. Original Agreement amount:	<u>\$50,000.00</u>
b. Net change for prior amendments:	<u>\$225,000.00</u>
c. This amendment amount:	<u>\$75,000.00</u>
d. Adjusted Agreement amount:	<u>\$350,000.00</u>

Engineer will perform the services required under this contract at the rates specified below:

<u>Category</u>	<u>Billing Rate</u>
Principal/Project Oversight -----	\$230.00/hr.
Vice President-----	\$195.00/hr.
Senior Project Manager -----	\$160.00/hr.
Senior Project Engineer-----	\$140.00/hr.
Project Engineer-----	\$130.00/hr.
Urban Planner-----	\$95.00/hr.
Senior Engineering Designer -----	\$115.00/hr.
Civil Engineer Intern -----	\$100.00/hr.
Senior CAD Technician -----	\$85.00/hr.
CAD Drafter-----	\$75.00/hr.
Construction Manager -----	\$75.00/hr.
Resident Inspector -----	\$65.00/hr.
Clerical -----	\$50.00/hr.
DBA Labor Compliance Officer-----	\$75.00/hr.

RESOLUTION

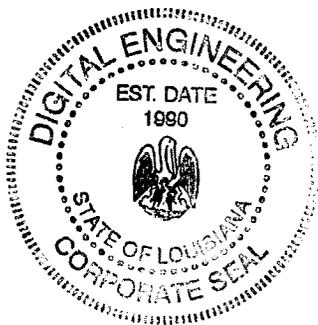
BE IT RESOLVED by the Board of Directors of Digital Engineering & Imaging, Inc., a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Kenner, that Kurt M. Evans, P.E., CEO of the Corporation, Thomas P. Hickey, President of the Corporation, or L. Bruce Newton, Executive Vice President of the Corporation be, and are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation for engineering consulting services.

CERTIFICATE

I, Thomas P. Hickey, Secretary of Digital Engineering & Imaging, Inc. do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 26th day of June, 2018; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this

27th day of August,



A handwritten signature in cursive script, reading "Shane Boudreau".

Assistant Secretary



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

August 29th, 2018

Division A
Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Division B
Jaclyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

Dear Mrs. Robottom:

District I
Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, August 28th, 2018.

District II
Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

“Councilman Perrilloux moved and Councilwoman Hotard seconded the motion to grant administration authorization to to amend the agreement with Digital Engineering Inc. for Engineering Support and Grant Management Assistance. The motion passed unanimously.”

District III
Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

CERTIFICATION

District IV
Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 28th day of August, 2018.

District V
Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

August 29th, 2018,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

District VI
Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII
Thomas Malik
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302